

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER R09136-03-SU-00187		PAGE 1 OF 8	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER M67400-03-T-0837	
6. SOLICITATION ISSUE DATE 29-Jul-2003		7. FOR SOLICITATION INFORMATION CALL		a. NAME MR. KAZUTAKA YOHENA		b. TELEPHONE NUMBER (No Collect Calls) 011816117451510	
8. OFFER DUE DATE/LOCAL TIME 08-Aug-2003 00:00		9. ISSUED BY MARINE CORPS REGIONAL CONTRACTING MARINE CORPS BASE PSC 557 BOX 2000 D. BUTLER FPO AP CA 96379-2000 TEL: 011816117457495 FAX: 011816117450963		CODE M67400		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: %FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A) SIC: SIZE STANDARD:	
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13 a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13 b. RATING	
14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP		15. DELIVER TO MAG-36 MALS-36 1ST MAW AVIATION SUPPLY OFFICER BLDG 602 GEIGER RD MCAS FUTENMA, GINOWAN OKINAWA 901-2200 JAPAN		CODE R09136		16. ADMINISTERED BY SEE ITEM 9	
17 a. CONTRACTOR/ CODE OFFEROR		FACILITY CODE		18 a. PAYMENT WILL BE MADE BY		CODE	
17 b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>		18 b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18 a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM		19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES	
21. QUANTITY		22. UNIT		23. UNIT PRICE		24. AMOUNT	
25. ACCOUNTING AND APPROPRIATION DATA		26. TOTAL AWARD AMOUNT		27 a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED		27 b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. <input checked="" type="checkbox"/>		29. AWARD OF CONTRACT: REFERENCE OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: <input type="checkbox"/>		30 a. SIGNATURE OF OFFEROR/CONTRACTOR		31 a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)	
30 b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30 c. DATE SIGNED		31 b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)		31 c. DATE SIGNED	
32 a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED		33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. VOUCHER NUMBER		35. AMOUNT VERIFIED CORRECT FOR	
32 b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE		32 c. DATE		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER	
41 a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		41 b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41 c. DATE		40. PAID BY	
42a. RECEIVED BY (Print)		42b. RECEIVED AT (Location)		42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS	

AUTHORIZED FOR LOCAL REPRODUCTION

STANDARD FORM 1449 (10-95)
Prescribed by GSA
FAR (48 CFR) 53.212

SECTION SF 1449 CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		2.00	Each		

MAINTENANCE CART

FFP - A MOTORIZED MAINTENANCE CART or equal. See specs listed below.

MILSTRIP R0913631778000

PURCHASE REQUEST NUMBER R09136-03-SU-00187

 NET AMT

CLAUSES INCORPORATED BY REFERENCE:

52.212-1	Instructions to Offerors--Commercial Items	OCT 2000
52.212-4	Contract Terms and Conditions--Commercial Items	FEB 2002

CLAUSES INCORPORATED BY FULL TEXT

R09136-03-SU-00187**LINE NUMBER: 0001**

Item name: (MITSUBISHI MINICAB/ SUZUKI CARRY), LIGHT WEIGHT MAINTENANCE CART, 2 WHEEL DRIVE, GASOLINE ENGINE, RIGHT HAND DRIVE, AUTOMATIC TRANSMISSION, 2 PASSENGER

GENERAL DESCRIPTION:

MITSUBISHI MINICAB/ SUZUKI CARRY, LIGHT WEIGHT MAINTENANCE CART, 2 WHEEL DRIVE, GASOLINE ENGINE, RIGHT HAND DRIVE, AUTOMATIC TRANSMISSION, 2 PASSENGER.

MINIUM REQUIREMENT:

1. Lightweight maintenance cart shall be in new mechanical condition, no older then one (1) year. (Model year 2002-2003)
2. Projected life expectancy minimum of five (5) years.
3. Power steering with steering column on right side of the vehicle for left side road operation.
4. Seats/seatbelt: manufacture standard.
5. Tires: manufacture standard radial tire.
6. Brake system: manufacture standard type.

7. Standard factory air conditioning/heater/defroster.
8. Battery: manufacturer standard.
9. SRS Airbag system.
10. Rust prevention treatment.
11. 2 Wheel drive automatic transmission.
12. Approximate 350 Kilogram cargo capacities.
13. Approximate 4335-millimeter body length.
14. Approximate 1690-millimeter body width.
15. Approximate 1900-millimeter body height.
16. Approximate 2470-millimeter bed length.
17. Gray interior.
18. White exterior.
19. White canopy trap bed cover assembly -4ft from the floor of the bed.
20. Spare tire.

REQUIRMENTS OF GOVERNMENT OF JAPAN SAFETY STANDARD:

1. Headlights adjusted for left side of road operation.
2. Horn.
3. Windshield wipers with washer.
4. Back-up warning alarm that activates automatically when reverse is engaged.
5. Turn signal lights must be amber in color. Turn signal must be separate from stoplights.
6. Stoplights must be red in color and separate from turn signal.
7. Rear view mirrors to be mounted on outside of the vehicle.
8. Pollution Devices to control emissions from engine crankcase and exhaust.
9. Four-way flasher combined with turn signals.
10. Safety glass installed in all the vehicle windows.
11. Seat belts for vehicle operator and passenger.

STANDARD REQUIREMENTS FOR ALL VEHICLES:

1. Each vehicle is to have a standard jack and tools required for changing tires.
2. Each vehicle is to have a white canopy tarp bed cover assembly over the bed of each truck.

PREDELIVERY INSPECTION AND SERVICING:

Prior to the acceptance of the vehicles, the contractor shall perform a final inspection.

WARRANTY:

1. Contractor's basic whole vehicle warranty.
2. Basic inspection date will be the responsibility of the contractor.
3. The contractor will provide transportation for the warranty/service work and inspections.

REQUIREMENTS OF MANUALS:

1. One (1) operation manual for each vehicle.
2. One (1) copy of warranty for each vehicle.
3. One (1) certificate of origin for each vehicle.

52.211-6 BRAND NAME OR EQUAL (AUG 1999)

(a) If an item in this solicitation is identified as “brand name or equal,” the purchase description reflects the characteristics and level of quality that will satisfy the Government's needs. The salient physical, functional, or performance characteristics that “equal” products must meet are specified in the solicitation.

(b) To be considered for award, offers of “equal” products, including “equal” products of the brand name manufacturer, must--

(1) Meet the salient physical, functional, or performance characteristic specified in this solicitation;

(2) Clearly identify the item by--

(i) Brand name, if any; and

(ii) Make or model number;

(3) Include descriptive literature such as illustrations, drawings, or a clear reference to previously furnished descriptive data or information available to the Contracting Officer; and

(4) Clearly describe any modifications the offeror plans to make in a product to make it conform to the solicitation requirements. Mark any descriptive material to clearly show the modifications.

(c) The Contracting Officer will evaluate “equal” products on the basis of information furnished by the offeror or identified in the offer and reasonably available to the Contracting Officer. The Contracting Officer is not responsible for locating or obtaining any information not identified in the offer.

(d) Unless the offeror clearly indicates in its offer that the product being offered is an “equal” product, the offeror shall provide the brand name product referenced in the solicitation.

(End of provision)

52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror on the basis of the “lowest evaluated price” of quotes (Lowest Price Technically Acceptable) meeting or exceeding the acceptability standards of the technical specifications and the other government requirements mentioned above.

(b) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JUN 2003)

(a) The Contractor shall comply with the following Federal **Acquisition Regulation** (FAR) clause, which is incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items: 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

- ___ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (U.S.C. 657a).
- ___ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (U.S.C. 657a).
- ___ (4) (i) 52.219-5, Very Small Business Set-Aside (JUNE 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).
- ___ (ii) Alternate I (MAR 1999) to 52.219-5.
- ___ (iii) Alternate II to (JUNE 2003) 52.219-5.
- ___ (5) (i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).
- ___ (ii) Alternate I (OCT 1995) of 52.219-6.
- ___ (6) (i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).
- ___ (ii) Alternate I (OCT 1995) of 52.219-7.
- ___ (7) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637 (d)(2) and (3)).
- ___ (8) (i) 52.219-9, Small Business Subcontracting Plan (JAN 2002) (15 U.S.C. 637(d)(4)).
- ___ (ii) Alternate I (OCT 2001) of 52.219-9.
- ___ (iii) Alternate II (OCT 2001) of 52.219-9.
- ___ (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).
- ___ (10) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUNE 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- ___ (ii) Alternate I (JUNE 2003) of 52.219-23.
- ___ (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (13) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).
- ___ (14) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (SEP 2002) (E.O. 13126).
- ___ (15) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- ___ (16) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

___ (17) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

___ (18) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

___ (19) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

___ (20)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

___ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

___ (21) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

___ (22)(i) 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act (JUNE 2003) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).

___ (ii) Alternate I (MAY 2002) of 52.225-3.

___ (iii) Alternate II (MAY 2002) of 52.225-3.

___ (23) 52.225-5, Trade Agreements (JUNE 2003) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

___ (24) 52.225-13, Restrictions on Certain Foreign Purchases (JUNE 2003) (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).

___ (25) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).

___ (26) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).

___ (27) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___ (28) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___ (29) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

___ (30) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

___ (31) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

___ (32) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

___ (33)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

___ (ii) Alternate I (APR 1984) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

____ (1) 52.222-41, Service Contract Act of 1965, as Amended (MAY 1989) (41 U.S.C. 351, et seq.).

____ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to PreDecemberessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (October 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (April 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

“ Effective Immediately”, all invoices submitted to DFAS for payment must contain an invoice number, account number, or any other identifying number agreed to by the contract. Invoices received without this information will be returned to the vendor for corrective action.

For Electronic Funds Transfer payment, the following information shall be submitted with invoices to the Finance Office address listed below in Contractor/Order for commercial items (SF 1449):

- Contract/Order number.
- Contractor’s name & address as stated in the contract/order number.
- **The signature (manual or electronic, as appropriate) title, and telephone number of the contractor’s representative authorized to provide sensitive information.**
- **Name of financial institution.**
- **Financial institution nine (9) digit routing transit number.**
- **Contractor’s account number.**
- Type of account, i.e., checking or saving.

For additional information see FAR 52.232-33, entitled “mandatory information for electronic funds transfer payment.”

Exemption from Japanese Consumption Tax (Feb 1989)

The Governments of the United States and Japan have agreed that this contract will be exempt from the new Consumption Tax, which took effect on 1 April 1989. In accordance with paragraph c. of the clause FAR 52.229-6, “ TAXES – FOREIGN FIXED PRICE CONTRACTS” your offered contract price shall not include the Consumption Tax. By submission of your proposal, you are certifying that your price does not contain any cost related to the Consumption Tax. Questions concerning the applicability of the tax should be directed to your local Japanese Tax Office.